

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER PR-CARM-15-00288		PAGE OF 1 36							
2. CONTRACT NO. GS C7F-5306F			3. AWARD EFFECTIVE DATE		4. ORDER NUMBER EP-615H-00938		5. SOLICITATION NUMBER						
7. FOR SOLICITATION INFORMATION CALL:			a. NAME Benjamin Shih			b. TELEPHONE NUMBER (No collect calls) 202-564-5999		6. SOLICITATION ISSUE DATE					
9. ISSUED BY HPOD US Environmental Protection Agency William Jefferson Clinton North 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R Washington DC 20460			CODE HPOD		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE <input type="checkbox"/> % FOR:								
					<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS <input type="checkbox"/> EDWOSB 8(A) SIZE STANDARD								
11. DELIVERY FOR FOR DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE			12. DISCOUNT TERMS			13a. THIS CONTRACT IS A RATED ORDER UNDER OPAS (15 CFR 703)		13b. RATING					
15. DELIVER TO Tina Johnson 202-564-1948 Johnson.Tina@epa.gov			CODE			16. ADMINISTERED BY HPOD US Environmental Protection Agency William Jefferson Clinton North 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R Washington DC 20460		CODE HPOD					
17a. CONTRACTOR/OFFEROR MANTHEC ADVANCED SYSTEMS INTERNATIONAL, INC Attn: (b)(4) 12015 LEE JACKSON HIGHWAY FAIRFAX VA 220333300			CODE (b)(4)			18a. PAYMENT WILL BE MADE BY RTP Finance Center US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts Durham NC 27711			CODE RTP-FMC				
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK 18b CHECKED <input type="checkbox"/> SEE ADDENDUM										
19. ITEM NO		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
0001		DUNS Number: (b)(4) Comprehensive National Personnel Security Program in accordance with attached Performance Work Statement and pricing in accordance with vendor quote P-21186 dated March 13, 2015. TCCOR: Tina Johnson Max Expire Date: 03/31/2016 Period of Performance: 04/01/2015 to 09/30/2015 Base Period 4/1/2015 - 9/30/2015 Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)											
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$3,274,729.98							
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.						27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.						29. AWARD OF CONTRACT BY REF OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.							
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) ELECTRONIC SIGNATURE							
30b. NAME AND TITLE OF SIGNER (Type or print)			30c. DATE SIGNED			31b. NAME OF CONTRACTING OFFICER (Type or print) Benjamin Shih			31c. DATE SIGNED 03/26/2015				

19. ITEM NO	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
	Delivery Location Code: HPOD HPOD US Environmental Protection Agency William Jefferson Clinton North 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R Washington DC 20460 USA Amount: \$1,233,908.00 Accounting Info: 15-WR-51SPBV0-ZZZG73-2504 CBH 1551SEP002-001 BFY: 15 Fund: WR Budget Org: 51SPBV0 Program (PRC): ZZZG73 Budget (BOC): 2504 Job #: CBH DCN - Line ID: 1551SEP002-001 Funding Flag: Complete Funded: \$689,221.16				
0002	Optional Task 5: Base Period (Option Line Item) Delivery Location Code: OARM-OA-SMD US Environmental Protection Agency OARM/OASMD 1200 Pennsylvania Ave, NW Room 3400 Washington DC 20004 USA Amount: \$403,706.00				403,706.00
0003	Optional Period 1 Continued ...				205,568.33

32a QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED.

32b SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c DATE	32d PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g E MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a RECEIVED BY (Print)	
41b SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c DATE	42b RECEIVED AT (Location)	
			42c DATE REC'D (YY/MM/DD)	42d TOTAL CONTAINERS

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	GS 07F 5506P/EP-C15H-C0938	3	36

NAME OF OFFEROR OR CONTRACTOR

MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	10/1/2015 - 10/31/2015 (Option Line Item) Delivery Location Code: OARM-CA-SMD US Environmental Protection Agency OARM/OASMD 1200 Pennsylvania Ave, NW Room B400 Washington DC 20004 USA Amount: \$205,568.33				
0004	Optional Period 2 11/1/2015 - 11/30/2015 (Option Line Item) Delivery Location Code: OARM-OA-SMD US Environmental Protection Agency OARM/OASMD 1200 Pennsylvania Ave, NW Room B400 Washington DC 20004 USA Amount: \$205,568.33				205,568.33
0005	Optional Period 3 12/1/2015 - 12/31/2015 (Option Line Item) Delivery Location Code: OARM-CA-SMD US Environmental Protection Agency OARM/OASMD 1200 Pennsylvania Ave, NW Room B400 Washington DC 20004 USA Amount: \$205,568.33				205,568.33
0006	Optional Period 4 1/1/2016 - 1/31/2016 (Option Line Item) Delivery Location Code: OARM-CA-SMD US Environmental Protection Agency OARM/OASMD 1200 Pennsylvania Ave, NW Room B400 Washington DC 20004 USA Amount: \$205,568.33 Continued ...				205,568.33

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED GS-07F-5506P/EP-G15H C0938	PAGE	OF
		4	36

NAME OF OFFEROR OR CONTRACTOR

MANTECH ADVANCED SYSTEMS INTERNATIONAL, INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0007	Optional Period 5 2/1/2016 - 2/29/2016 (Option Line Item) Delivery Location Code: OARM-CA-SMD US Environmental Protection Agency OARM/OASMD 1200 Pennsylvania Ave, NW Room B400 Washington DC 20004 USA Amount: \$205,568.33				205,568.33
0008	Optional Period 6 3/1/2016 - 3/31/2016 (Option Line Item) Delivery Location Code: OARM-CA-SMD US Environmental Protection Agency OARM/OASMD 1200 Pennsylvania Ave, NW Room B400 Washington DC 20004 USA Amount: \$205,568.33				205,568.33
0009	Optional Task 5: Option Periods (Option Line Item) Delivery Location Code: OARM-CA-SMD US Environmental Protection Agency OARM/OASMD 1200 Pennsylvania Ave, NW Room B400 Washington DC 20004 USA Amount: \$403,706.00 The obligated amount of award: \$689,221.16. The total for this award is shown in box 26.				403,706.00

PERFORMANCE WORK STATEMENT

PERSONNEL SECURITY BRANCH (PSB) SUPPORT FOR A COMPREHENSIVE NATIONAL PERSONNEL SECURITY PROGRAM

Program Office Representatives:

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INTRODUCTION / BACKGROUND

The Federal government mandates by law, Executive Order (EO) and regulation that individuals occupying positions with or for the Federal government must be suitable or fit for service. These suitability/fitness determinations are based upon the individual's character and conduct. Additionally, individuals with a need for access to classified and sensitive information must be carefully screened to determine potential impact to national security interests.

The US Environmental Protection Agency (EPA) operates a comprehensive nationwide personnel security and suitability program for its Federal workforce, contractors, and other non-federal workers with certain access to EPA's information systems, facilities and infrastructure. The Personnel Security Branch (PSB) is located within the Security Management Division in the Office of Administration and is a part of the Office of

Administration and Resources Management. The PSB is responsible for a number of functions including leading, coordinating, and managing EPA's Personnel Security Program, which involves initiating and adjudicating background investigations, and granting national security clearances; developing policies and business processes to support the requirements of Homeland Security Presidential Directive 12 (HSPD 12) and its associated mandates; and coordinating and managing a personnel security operations support desk, providing customer service, guidance, technical assistance and training. The PSB has developed a custom automated workflow process to perform functions previously performed manually, called the Personnel Security System (PSS), which the vendor shall use, along with related databases and applications, (e.g. those offered by OPM), to perform the tasks of this contract.

The PSS is an automated case management workflow tool that can be tailored and adapted as needed to meet the ever-changing needs of personnel security. It is the repository for all background investigation information and material, including documents submitted by the Subjects under investigation and by OPM. The EPA takes advantage of OPM's Agency Delivery functionality (the automated receipt of case papers from OPM) to receive final reports of investigation and fingerprint results from OPM.

This Performance Work Statement (PWS) focuses on the following major support activities required to implement the requirements and conduct the activities in support of the EPA's National Personnel Security Program:

1. Pre-Screening, Reciprocity and Background Investigation initiation
2. Background Investigation Adjudication and Security Clearances
3. Administrative Support
4. Support for Drafting Policy Alternatives
5. Other applicable activities and functions and Optional Quantities

SCOPE

The PSB initiates and adjudicates background investigations for EPA employees and non-Federal personnel working at EPA facilities or with EPA systems. PSB also grants and manages clearances for federal personnel. It is imperative that these tasks be effectively and efficiently conducted so that the movement of personnel from both a physical perspective (moving around EPA facilities) and from a career perspective (from one grade to another) can take place in a safe, standardized and compliant manner. With just a small staff of Federal personnel, the vendor's staff provide the critical support needed to enable the PSB and the Security Management Division to achieve its mission goals.

Cases are initiated and adjudicated for both Federal employees and for a variety of non-Federal personnel. The number of recent and planned cases in the PSB is:

	FY13	FY14	FY15 (forecasted)
SSBI	37	56	55
SSBI-PR	22	16	60
BI	141	96	85
NACLC	33	41	40
MBI	755	776	590
NACI / NACI/C	977	967	900
PRI / PPR	58	128	85
SAC	1334	1673	1,885
Total:	3,357	3,753	3,700

Note that, at the EPA, a SAC represents a fingerprint check only; very limited case initiator activity is needed for these, unless issues are found as a result of the fingerprint checks (typically this happens in less than 10% of cases).

The purpose of this Task Order is to provide the support as described above to the Personnel Security Branch (PSB). This support will be directed at performing the processing required for position risk designations and background investigations in accordance with the guidance contained in the Office of Personnel Management's (OPM's) Suitability Handbook as well as in the various Executive Orders (such as 10450, 5 CFR 731, 732 and 752) and other Federal mandates that govern these processes.

Other requirements germane to Federal operations and security management may be issued after this PWS goes into effect, and will affect tasks performed under this PWS. The vendor must comply with all Federal mandates that are in effect for the life of this contract, even though these may not yet have been published and issued.

Under this Task Order, the vendor will be required to respond in a timely manner to requests for support in the major activities noted above. The Contracting Officer's Representative (COR) will provide guidance where there is a question about the source of the requests, but in general it is expected that the vendor will exercise its own discretion to determine the appropriate priority of the requests and to manage those requests effectively.

The agency is required by legislation, Executive Order, Federal regulations, and senior management directives to collect, maintain, secure and manage sensitive information for personnel employed by the EPA, working in EPA facilities or working on EPA information and systems. No matter whether the information relates to Federal employees or to employees of non-Federal organizations (e.g. contractors), all of it must be treated equally and in accordance with The Privacy Act of 1974. The Act mandates that Personally Identifiable Information (PII) used (to process personnel and investigations) must be maintained and managed sensitively and securely and must not be shared with unauthorized individuals. The vendor must comply with this and the other provisions of the Act and must ensure that the accurate information is maintained in a strictly controlled environment.

APPLICABLE DOCUMENTS

The contractor must have a solid understanding of and must comply with the following documents when performing the tasks under this contract. In addition, all vendor personnel assigned to this contract must be familiar with and have worked under all of the pertinent mandates and guidelines, (including those not listed below or those that are enacted and issued in the future but during the performance period of the contract):

- Code of Federal Regulations, Parts 731, 732, 736 and 752
- Executive Order 10450 – Security Requirements for Government Employment
- Executive Order 12968 – Access to Classified Information
- Executive Order 13467 – Reforming Processes Related to Suitability for Government Employment, Fitness for Contractor Employees, and Eligibility for Access to Classified National Security Information
- Executive Order 13488 – Granting Reciprocity on Excepted Service and Federal Contractor Employee Fitness and Reinvestigating Individuals in Positions of Public Trust
- Executive Order 13587 - Structural Reforms to Improve the Security of Classified Networks and the Responsible Sharing and Safeguarding of Classified Information
- Homeland Security Presidential Directive 12
- Intelligence Reform and Terrorism Prevention Act of 2004
- The Privacy Act of 1974
- Office of Personnel Management Suitability Handbook
- Office of Personnel Management Federal Investigations Notices
- Office of Management and Budget directives
- Federal Information Processing Standards 140 – Security requirements for cryptography modules

- Federal Information Processing Standards 201 – Personal Identity Verification (PIV) of Federal Employees and Contractors
- Presidential Policy Directive 19 – Protecting Whistleblowers with Access to Classified Information
- Various eGovernment Initiatives
- Other relevant federal directives

The vendor will be tasked with reviewing relevant security related guidelines and mandates, with a view to modifying and improving PSB's operations and systems.

REQUIREMENTS

Specific requirements, deliverables and due dates for Task Deliverables will be specified in a

Technical Direction Letter (TDL) issued to the vendor by the Contracting Officer's Representative (COR). The TDL will specify which of the tasks contained in the PWS is being ordered. The vendor shall not begin work on any of the tasks under this Task Order until a TDL has been received.

The vendor shall furnish all necessary personnel, materials and services required for the performance of this contract. Personnel assigned to this contract shall be required to perform their functions on-site at the EPA, 1300 Pennsylvania Ave NW, Washington, DC. The EPA will provide workstations, chairs and telephones. The vendor shall provide coverage between the hours of 7am and 6pm. When personnel are absent from the work location, other vendor personnel assigned to the contract must provide appropriate coverage, or must arrange with the COR for coverage for that time period.

The vendor shall become familiar with the activities of the Office of Administration (OA), the Office of Administration and Resources Management (OARM) and the EPA, as well as other relevant operations of OARM whose work affects PSB products and activities. In addition, the vendor shall maintain a comprehensive understanding of the requirements mandated by the Office of Personnel Management (OPM) and the Office of the Director of National Intelligence (ODNI). Contract activities will require that the vendor works with other EPA offices and Federal Agencies, as well as public and private sector groups including non-profit organizations such as professional societies and educational institutions.

The contract does not include travel to other EPA facilities or locations; all of the work shall be performed in Washington, DC.

This work shall cover a wide range of personnel security management activities identified under the applicable documents listed above, and others that may be issued relevant to personnel security and background investigation management. The vendor shall have a comprehensive understanding of, and an ability to interpret such guidance. TDLs provided to initiate work under this contract will describe the specific tasks required, identify the

types of personnel required to complete the task, provide an estimated level of effort required to complete the activity, and identify the due date of the deliverables.

The work performed in the PSB requires the collection, review and analysis of sensitive information regarding the personnel working at the EPA. Throughout the investigative and EPASS processes, individuals must have their personally identifiable information protected at all times in accordance with HSPD-12, the Privacy Act of 1974, as amended, and other Federal privacy laws and policies. Staff handling PII must safeguard electronic information from intentional or inadvertent access by anyone who does not have a need to know. Hard copies of Personally Identifiable Information (PII) must be kept in a locked cabinet in a locked room, and not left out in an unattended office or work station. The sensitive information must be maintained accurately, timely, and completely to assure fairness in dealing with the EPA personnel. A thorough understanding of the Privacy Act's requirements is required to perform the functions of the PSB. For more information, see <http://www.epa.gov/privacy/>.

For the PSB to meet its mission, high-quality information must be collected and maintained. PSB is responsible for managing all investigation-related information on behalf of the agency, and for establishing and maintaining controls and safeguards to ensure the integrity of the information. PSB personnel shall also interact with agency personnel in the performance of these duties – these interactions shall be conducted in a timely and courteous manner. The vendor shall assist the PSB with the establishment, maintenance, and regular collection of personal information related to the agency's goal of conducting background investigations on all of its personnel. The vendor shall conduct all activities required to collect information from EPA personnel, including but not limited to processing application forms, signature pages, supporting documentation and explanatory information, and working with agency and other personnel to complete the processing or provide information requested. The vendor shall ensure that the paperwork processed for this Program is maintained in an accurate, timely, and complete electronic file that can be accessed when needed. Hard copy files will be maintained in the File Room and shall only be used rarely by PSB personnel to resolve specific issues. The vendor shall maintain adequate physical security controls over all information, documents and materials that arrive in PSB.

The vendor shall also conduct all activities required to maintain electronic records of all EPA personnel. Data entry shall be completed in the Personnel Security System (PSS), the agency's case management workflow system. The accuracy of this data entry is critical to the success of the Program and is one of the major measures that will be used to review the vendor's performance – data entry errors should be minimal to ensure that the personnel's records contain accurate, relevant, timely, and complete information. PSB personnel will rely on these electronic records to perform their functions and will not be able to successfully complete their activities if information is missing, erroneous or misplaced. Documents received for EPA personnel will be electronically attached to their personnel records in PSS in an accurate, timely and complete manner.

Data Integrity is vital to the success of the PSB and ensuring the accuracy and completeness, as well as the timely nature of the data entry and updates, is critical to ensuring the PSB can carry out its functions. The vendor will be measured on:

- the number of data errors entered in PSS,
- the number of documents misplaced or misfiled,
- the number of documents wrongly coded when digitized,
- the timeliness of data entry,
- the timeliness and quality of document digitization,
- the security of the hard copy files,
- timely destruction of files,
- OPM reports of timeliness,
- OPM's case notices,
- observation, and
- feedback.

TASK DESCRIPTIONS

General Requirements Governing Performance of Tasks

- The Personnel Security Branch (PSB) is responsible for completing a variety of activities related to the tasks detailed below. The performance of these activities is mandated and the expectation is that the vendor will satisfy the mandated requirements in an efficient and effective manner.

There is an expectation that the vendor shall perform its functions at a level that exceeds, or at least, meets the following specific goals – during the contract term, PSB federal personnel and customers will observe and provide feedback on these activities:

- All vendor personnel must return telephone calls and respond to emails within one business day,
- All vendor personnel must perform data entry that is accurate, correct, timely and grammatically correct,
- All incoming mail, mail collected, and mail sent out shall be properly recorded and tracked in the mail logs,
- All case-related documents received by PSB will be properly filed (both electronically and in hard copy),
- Vendor will create and/or maintain complete and accurate SOPs for all aspects of their PSB duties,
- Vendor will maintain all files and investigation-related documents in secure locations (locked cabinets or file room) after hours,
- Hard-copy and electronic files shall be destroyed in accordance w EPA record retention policies and OPM guidelines,
- The average number of cases to be assigned and reviewed shall be maintained at a low level,
- Vendor shall accurately initiate the investigation that was requested by the Program/ Region and that meets the scope of the risk designation,
- All correspondence sent out shall completely and accurately reflect the appropriate message,

- Identity verification activities shall be accurate, correct and timely,
- Vendor shall identify needs resulting from future mandates and guidelines and shall present or participate in the development of appropriate solutions,
- Vendor shall work with other federal and contract personnel to identify, define, build and test solutions that facilitate improved business processes,
- Vendor shall adopt changing processes and embrace changing technologies,
- Vendor shall perform its operations in full compliance with all OPM, OMB and federal mandates and guidelines

Task 1 – Pre-Screening, Reciprocity and Background Investigation Initiation

Task Description

The agency is required by legislation, Executive Order, Federal regulations and senior management directives to ensure that background investigations have been conducted for those employees, contractors and designated non-employees who meet certain criteria. If a prior investigation was conducted on the Subject by another Federal agency and their investigation meets the designated risk of the position, the investigation will be accepted by the EPA through reciprocity. If no acceptable prior investigation exists or is not at the appropriate level, the agency is required to initiate an investigation in accordance with Federal mandates. The investigations must be initiated in eQIP (the OPM electronic tool for completing security applications) accurately and in specific timeframes.

Each Subject to be investigated is required to complete his/her information in eQIP. The vendor shall be responsible for inviting the Subject into eQIP and for reviewing the Subject's invitation, if needed, and for ensuring that the Subject is able to access the site and complete the form online. Once the application is completed in eQIP, the Subject is directed to provide specific documentation to PSB to complete the initiation package.

Initiation packages shall be pre-screened for self-admitted derogatory information. The derogatory information shall be followed up on within 2 business days.

The vendor is responsible for collecting all the appropriate documentation and supporting materials and saving them in the PSS so that the case can be pre-screened and initiated at OPM. OPM conducts investigations for the agency and the vendor shall interact with OPM personnel as needed to properly initiate the background investigation; in addition, the vendor shall interact with the EPA personnel to solicit the appropriate documentation and supporting materials.

Duties

The vendor shall determine if the Subject has an acceptable investigation that can be accepted through reciprocity, by checking government databases (including PIPS and JPAS). If no acceptable investigation exists, the vendor shall invite the Subject into eQIP and shall ensure that the Subject receives all information he/she needs to access eQIP. The vendor shall follow-up to ensure that the eQIP application is completed correctly and

expeditiously. The vendor shall also ensure that all documentation has been received from the Subject to complete the investigation package.

The vendor shall pre-screen all information included in the package for self-admitted derogatory information and shall assist federal employees in mitigating the issues identified in the package. The vendor shall make a recommendation to their COR, who will communicate with the Human Resources contact and the Region/Program representative regarding the documented issues, if needed.

If the investigation is for access to classified information, the vendor shall ascertain that a concise and appropriate justification has been provided by the Program or Regional Office.

Specific Tasks

The vendor's activities will include, but are not limited to, accessing the appropriate databases to ascertain:

- whether a prior Federal investigation exists on the individual,
- if the investigation meets the requirements of the position,
- if the investigation was favorably adjudicated.

The vendor shall enter the information into the PSS database and shall notify the appropriate Subjects that the investigation was accepted reciprocally, if all of the above conditions are met.

If no prior acceptable investigation exists, the vendor shall invite the Subject into eQIP and shall email the Subject with the information on how to access eQIP and what additional documentation is required. The contractor shall review the documentation for completeness and shall follow up as needed. Contact shall be regular until the forms are acceptable and appropriate for the investigation to be conducted.

The vendor shall review forms for self-admitted derogatory information, as established by Federal guidelines. Should derogatory information be noted, the vendor shall immediately forward the Information To The Appropriate PSB Federal staff member for action.

If the investigation is for access to classified information, the vendor shall ascertain that a concise and appropriate justification has been provided by the Program or Regional Office.

The vendor shall ensure that the Subject's business unit has provided the appropriate level of funds to cover the cost of the investigation.

Task 2 – Background Investigation Adjudication and Security Clearances

Task Description

The Federal government mandates by law, Executive Order and regulation that individuals occupying positions with or for the Federal government must be 'suitable' or 'fit' for

service. These suitability/fitness determinations are based upon the individual's character and conduct. Additionally, individuals with a need for access to classified and sensitive information must be carefully evaluated to determine the potential impact to the agency's national security interests. The Program or Regional Office employing individuals who require access to National Security Information (NSI) must provide specific justifications for each individual's need for access to such information.

Federal requirements also state that background investigations be adjudicated within specific timeframes. Investigations for those individuals who require access to NSI shall be given top priority.

Duties

The vendor shall examine the results of the completed background investigation and all associated documents to make recommendations for adjudication, in accordance with Federal requirements. If information is missing or unresolved from the investigation, the vendor shall prepare correspondence in PSS to the individual for the purpose of obtaining complete information.

If the investigation is for access to classified information, the vendor shall ascertain that a concise and appropriate justification has been provided by the Program or Regional Office.

Specific Tasks

The vendor shall review the investigation materials to determine that the investigation is complete and meets OPM criteria.

The vendor shall carefully review the results of the completed background investigation and all associated documents for completeness, in accordance with Federal regulations. If information is missing, the vendor shall prepare correspondence to the individual in PSS, requesting the missing information. The vendor shall follow-up in a timely manner to ensure that all information is provided within the prescribed timeframe.

When the vendor determines that the investigative information is complete, the vendor shall write a clear, concise adjudicative summary in PSS, addressing all issues, and provide an adjudicative recommendation, using OPM's adjudicative criteria and the EPA's adjudicative guidelines. This adjudicative summary shall be entered into PSS and shall be completed expeditiously to meet federally established timeframes.

The vendor shall prioritize the assigned caseload, ensuring that background investigations for positions of national security are given precedence and are processed according to Federal requirements.

Task 3 – Administrative Support

Task Description:

The activities undertaken by the Personnel Security Branch (PSB) must be completed in certain timeframes to meet the mandates established by OPM, OMB and Federal guidelines. Enabling the operations to proceed as smoothly as possible is critical to the success of meeting these deadlines. The vendor shall ensure ongoing operations by establishing defined processes for performing activities, monitoring the infrastructure, systems and support and taking action when needed.

In addition, the vendor shall facilitate the meeting of deadlines by providing a support infrastructure that handles some of the tasks that are critical to the overall PSB process but are not critical to performing the investigation processing, analysis and data entry tasks. Such administrative tasks would be, for example, processing documents received / to be sent by fax, working off-line with customers, etc..

Duties:

The vendor shall provide a resource(s) on the contract to provide assistance to the rest of the vendor's team, performing the functions related to process documentation, filing, the fax machine, shredding, scanning and other similar activities this will enable the vendor's personnel to focus on their critical activities and meet their deadlines.

Specific Tasks:

The vendor's activities shall include, but are not limited to:

- ensuring that hard copy documents and materials are properly scanned and attached to PSS, are filed in an accurate, timely and complete manner and are stored securely, or are appropriately disposed of and shredded,
- sending faxes, on a timely basis, on behalf of the vendor's contractors, receiving and logging faxes, scanning them into the appropriate personnel record and ensuring the hard copy document is properly routed,
- handling incoming telephone calls, responding to Subjects' questions and routing them as needed, and
- receiving and logging mail, confirming receipt, scanning it into the appropriate personnel record and ensuring the hard copy documents are properly routed, on a timely basis.

Task 4 – Support for Drafting Policy Alternatives

Task Description:

The vendor shall also provide the PSB and the Security Management Division with support for drafting policy alternatives, standard operating procedures, and communication products (high level/quick turnaround responses, customer correspondence, reports, documentation, online content, newsletters, presentations, training, workforce education, and more) using a variety of media and delivery methods.

Specific Tasks:

The vendor may be required to do the following tasks:

- Creating, updating, and managing standard customer service communication templates for all Personnel Security Branch (PSB) processes (nationwide); all Security Operations Branch (SOB) processes related to lock/key services and two badging offices (Headquarters); processes related to the nationwide EPASS smart card program; other SMD communications as needed.
- Updating, creating, and managing publication of content for all SMD intranet/internet sites as needed, including for PSB, SOB, Physical and Infrastructure Security Branch (PISB), and EPASS, as well as for the QuickPlace and SharePoint sites.
- Responding via email to EPA customers as needed: customers include all EPA management, federal workforce, and non-federal workforce. Deliverables include high-level, quick responses to upper management, answers to intranet queries, follow-up and heads-up emails to SMD's security partners.
- Drafting formal responses to FOIA requests, Congressional queries, and inter-agency communications as needed.
- Drafting, updating, and managing production of handbooks, guidance, and policy and procedure documentation as needed for PSB, SOB, PISB, and EPASS program.
- Creating outreach materials, including graphics, for all SMD branches and programs as needed. Materials may include handouts, signs, posters, broadcast emails, web postings, text messages, and more. The vendor shall advise SMD on effectively using a variety of media, formats, and delivery methods.
- Creating support material and presentations for all Branches and programs, as needed, for conferences, trainings and meetings.
- Creating content and graphics and managing production of weekly updates. Create limited-audience news bulletins as needed.
- Creating content and graphics and managing production for workforce training and education modules, as needed, for all SMD branches. The contractor shall advise SMD on effectively using a variety of media, formats, and delivery methods for training. Subject matter may include crime prevention, emergency preparedness, and personnel security processes.
- Supporting SOB on emergency notifications/communication. The contractor shall create content, as needed, and advise on effectively using a variety of media, formats, and delivery methods.

In all contact with the public and Government officials, vendor personnel shall identify themselves as contractor employees working under contract to the EPA. Contractor identification badges/visitor badges shall be prominently displayed at all times and shall be clearly visible in all public settings.

The vendor shall submit all analyses, options, recommendations, reports, and training materials required under this contract in draft for critical review by the COR. The vendor shall provide input or make recommendations based on the information gathered; however, decisions on all substantive issues shall be made by EPA. The vendor shall not interpret EPA Policy on behalf of EPA, nor make decisions on items of policy, regulation or statute. The vendor shall not take a stand on merits of substantive items under discussion.

Task 5 – Other Applicable Activities and Functions - Optional Task/Quantities

Task Description:

The EPA will continue to comply with new or amended mandates that are written in the future.

As these mandates are identified, certain activities need to take place to evaluate how the EPA can comply with the requirements, how the systems and operations need to be adjusted to accommodate the changes and the improvements that need to be made to technology and processes to adapt to increased workloads and requirements. The vendor will be relied upon to work with other contractor personnel, with Federal personnel and with other agency's personnel to leverage and optimize existing resources, as well as to provide the day-to-day operational support to meet case volume changes.

At the time of award, not all of these future mandates are known; however, the manner in which the vendor can assist the PSB to identify those critical requirements to be complied with and worked on can be defined. It is expected that the vendor will continue to perform a number of functions to ensure the PSB is compliant with all mandates and guidelines in the future.

Work under this task will be implemented only by additional, express written approval (a TDL) from the COR.

It is expected that additional vendor personnel will be required to support operational activities if case volume increases, as follows:

Case Initiator	Adjudicator	Communications / Documentation Experts
1	1	1

Duties:

The vendor shall assist the PSB with the review and evaluation of new or amended guidelines or mandates. They shall provide an opinion as to how best to perform their functions, given the additional requirements, shall participate in development meetings and shall ensure that the ongoing operations of the PSB will continue in compliance with all current and known, upcoming federal mandates and guidelines.

The agency is adopting automation and streamlining its operations wherever efficiencies can be achieved – the vendor shall update processes and operations to remain in alignment with the technologies implemented at the EPA (the vendor shall participate in such development efforts to ensure the processes and operations can be supported and will still achieve the expected operational deadlines).

From an operational perspective, PSB may require additional support for new or unanticipated requirements or investigation volume (for example, reinvestigations). It is important for the PSB to retain the flexibility to be able to employ additional vendor support for defined periods of time to assist in these tasks.

Specific Tasks:

The vendor's activities shall include, but are not limited to:

- reviewing new or amended mandates and identifying areas where changes to systems or processes will be needed,
- working with technical resources to identify appropriate solutions,
- conducting risk reviews, initiating or adjudicating investigations or processing clearances, in compliance with all current and future mandates and guidelines and
- remaining compliant with federal mandates and guidelines in all aspects of PSB's operations.

SECURITY REQUIREMENTS

Vendor personnel performing work under this task order must have a Top Secret Security clearance at the time of the proposal submission, and must maintain the level of security clearance required for the life of the task order. Employees will be submitted for Sensitive Compartmented Information access after the start of the task order. The security requirements are in accordance with the DD254 in attachment 4.

Agency Security Requirements for Contractor Personnel Effective December 1, 2011

To safeguard the EPA workforce and comply with Homeland Security Presidential Directive 12 (HSPD-12), Executive Order (E.O.) 13467, E.O. 13488 and Office of Personnel Management (OPM) regulations, the EPA requires the following:

- **For Unescorted Access for 6 Months or Less**

Contractor employees needing unescorted physical access to a controlled EPA facility¹ for 6 months or less must be determined by the EPA to be fit before being issued a physical access badge (picture ID). A fitness determination is, per E.O. 13488, a decision by an agency that an individual has or does not have the required level of character and conduct necessary to perform work for or on behalf of a federal agency as a contractor employee. A favorable fitness determination is not a decision to contract with an individual. Contractor employees must undergo, at a minimum, an FBI fingerprint check of law enforcement and investigative indices (see Section 2).

- **For Unescorted Access for More than 6 Months**

¹ A controlled facility is an area to which security controls have been applied to protect agency assets. Entry to the controlled area is restricted to personnel with a need for access.

Contractor employees needing unescorted access to a controlled EPA facility for more than 6 months are required to have an HSPD-12 smart card, called an EPASS badge. Eligible contractor employees must have a completed or initiated background investigation at the National Agency Check and Inquiries (NACI) level or above, comply with all other investigative and HSPD-12-related requirements, and be determined by the EPA Personnel Security Branch (PSB) to be fit (see Section 3). "Initiated" means that all initial security requirements have been met (paperwork is completed, submitted, and PSB-approved; favorable fingerprint results have been received; funding has been provided to cover the cost of the investigation; and PSB has sent notification that the individual may begin work).

To ensure timely contract performance, the contractor must be prepared to immediately submit upon contract award the contractor employee information detailed in Section 1.c. This applies also to incumbent contractors' employees for follow-on acquisitions. All contractor employees under a new contract are subject to the requirements in Sections 2 or 3; however, the time needed to meet security requirements may be shorter for personnel who already have a favorable fitness determination.

Contractor employees may begin work on the contract start date provided all applicable documentation in Sections 1, 2, and 3 has been received by the EPA and there is no derogatory information to preclude a favorable determination. Timely submission of contractor employees' security forms and other required documentation is essential.

A favorable determination may be revoked at any time should the EPA discover derogatory information that deems a contractor employee unfit. Contractor employees deemed unfit will not be allowed to continue under the contract, and the contractor will be responsible for providing replacements acceptable to the EPA.

The EPA may make a determination of a contractor employee's fitness at any of the following points:

- When the EPA prescreens the individual's security forms. "Red flag" issues include:
 - Having been fired from a previous job or having left under unfavorable circumstances within the past 5 years (or longer, depending on the security form questions and type of investigation);
 - Failure to register with the Selective Service System (applies to male applicants born after December 31, 1959);
 - Within the past 5 years (or longer, depending on the security form questions and type of investigation), any arrest, charge, or conviction that has been upheld for violent or dangerous behavior or a pattern of arrests that demonstrates disregard for the law;
 - Illegal drug use within the previous year, or drug manufacture or other involvement for profit within the past 5 years (or longer, depending on the security form questions and type of investigation).
- When FBI fingerprint results are returned to the EPA;
- When OPM returns the individual's investigative results to the EPA;

- When the EPA becomes aware that the contractor employee may not be fit to perform work for or on behalf of a federal agency. The contractor is responsible for monitoring its employees' fitness to work and notifying the EPA immediately of any contractor employee arrests or illegal drug use.

1) Initial Contractor Requirements

This section contains the contractor's initial security requirements, which must be met before contractor employees can perform work **on-site** at EPA under this task order.

- a) The contractor must identify a point of contact (POC) and alternate POC to facilitate security processes.
- b) The contractor must ensure that all foreign nationals who will work under this contract have a valid U.S. Immigrant Visa or nonimmigrant Work Authorization Visa. The contractor must use E-Verify to verify employment eligibility as required by the FAR.
- c) The EPA requires contractor employee information for the investigative and EPASS processes. Immediately upon contract award or anytime new personnel are brought onboard, the contractor POC must log on to a secure, EPA-identified portal, create an account, and submit complete contractor employee information: Full name (as found on employment records and driver's license), Social Security number, date of birth, place of birth (city, state, country), citizenship, employee email address, EPA Program Office or Regional Office, and EPA work city and state. Note: Incomplete names, inaccurate names, and nicknames are unacceptable and may delay contractor employees' start date. Instructions and the portal link will be provided upon contract award.
- d) EPA will provide the login information for the portal. After submission of the contractor employees' data, the Contracting Officer's Representative (COR) will notify the contractor POC if additional information or corrections are required. The COR's approval of the information triggers the investigative and EPASS processes.

2) Requirements for Contractor Employees Needing Unescorted Access for 6 Months or Less

This section contains the requirements for contractor employees who are not eligible for an EPASS badge but who need unescorted physical access. The minimum security requirement is an FBI fingerprint check.

- a) Before the contractor employee can begin work on-site at the EPA:
 - i) He/she must be fingerprinted by the EPA; arrangements will be made by the COR.
 - ii) The contractor employee must satisfactorily respond to all questions/information requests arising from the EPA's review of the fingerprint results.

- iii) The EPA must determine that the fingerprint results are favorable.

Once all requirements in Section 2(a) are met, the COR/PO and contractor employee will be notified that the contractor employee can start work. Contractor employees will be issued a physical access badge and may work on-site at EPA. Contractor employees must sign a receipt acknowledging responsibility to safeguard the badge and surrender it when required (see Section 4.b).

3) Requirements for Contractor Employees Needing Unescorted Access for more than 6 Months

This section contains the requirements for contractor employees who are eligible for an EPASS badge and who must have, at a minimum, a NACI background investigation completed or initiated. Contractor employees needing access to sensitive information or otherwise occupying moderate or high-risk positions must undergo an investigation above the NACI level. The EPA will assign a position risk level to each position on the contract and identify which contractor employees are EPASS-eligible.

- a) EPASS-eligible contractor employees must undergo a background investigation appropriate to the risk level of the position occupied, as specified by the EPA; the minimum acceptable investigation is a NACI.
- b) Employees who have previously undergone a federal background investigation at the required level and who have worked for or on behalf of the federal government without a break in service since the investigation was completed may not need a new investigation. The EPA will verify the investigative information and notify the contractor employee and COR if a new investigation is required. If an investigation is not needed, the contractor employee must still be fingerprinted by the EPA for an FBI fingerprint check and have favorable fingerprint results returned before beginning work on-site at EPA.
- c) Before beginning work on-site at the EPA, contractor employees who require a new background investigation must:
 - i) Complete and submit the appropriate OPM security questionnaire specified by the EPA via OPM's e-QIP system. Access to e-QIP will be provided by the EPA; the questionnaires are viewable at www.opm.gov/forms. Foreign national contractor employees must, on the security questionnaire, provide their alien registration number or the number, type, and issuance location of the visa used for entry to the United States.
 - ii) Also complete the OF 306, Declaration for Federal Employment, as required by OPM and available at http://www.opm.gov/forms/pdf_fill/of0306.pdf. Contractor employees must answer questions 1-13 and 16, then sign the form on the "Applicant" line, 17a.
 - iii) Follow all instructions on the form(s), answer all questions fully, and submit signature pages as directed by the EPA.
 - iv) Be fingerprinted by the EPA; arrangements for fingerprinting will be made by the COR.

- v) Satisfactorily respond to all questions/information requests arising from the EPA's review of the forms or fingerprint results.
 - vi) Receive favorable fingerprint results.
- d) Once all requirements in Section 3(c) are met, the COR/PO and contractor employee will be notified that the contractor employee can start work. Contractor employees may work on-site at EPA while OPM conducts the background investigation.
 - e) At a time and location specified by the EPA, contractor employees must report in person for EPASS identity (ID) proofing and show two unexpired forms of identification from the lists on Department of Homeland Security Form I-9. At least one of the documents must be a valid, unexpired state or federal government-issued photo ID; non-U.S. citizens must show at least one ID from Column A on Form I-9.
 - f) Before being issued an EPASS badge, contractor employees must sign a receipt acknowledging responsibility to safeguard the badge and surrender it when required (see Section 4.b). Contractor employees must meet all EPASS badge life-cycle requirements.
 - g) A contractor employee has the right to appeal, in writing through the contractor POC to the COR, the denial or revocation of an EPASS badge. If the COR believes the appeal is justified, he/she will forward it to the Security Management Division (SMD). SMD's decision on behalf of the EPA will be final.

4) Ongoing Contractor Security Responsibilities

- a) The contractor POC must immediately provide updated information via the secure portal when new contractor employees are added to the contract. These contractor employees must meet all initial investigative requirements before beginning work on-site at EPA. The contractor POC must also update information via the secure portal whenever a contractor employee leaves the contract.
- b) The contractor POC must ensure that all EPA physical access and EPASS badges are returned to the COR as soon as any of the following occurs, unless otherwise determined by the Agency: (i) when the badge is no longer needed for contract performance; (ii) upon completion of a contractor employee's employment; (iii) upon contract completion or termination.
- c) These EPA security requirements must be incorporated into all resulting subcontracts wherein contractor personnel working under the subcontract require EPA physical access.
- d) All contractor, subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing tasks under this contract and when interacting with EPA officials, federal agencies, state, tribal, and local governments, business, industry, and the general public. The badge shall

contain the individual's name and the company's name and logo. The office space occupied by contractor staff in any location that is also occupied by EPA employees shall be identified with appropriate signs that include the contractor's name. When participating in any event and/or discussion (e.g., answering the telephone, participating as a panel member or speaker), contractor staff shall verbally identify themselves as contractor personnel so that there is no possible appearance of being EPA officials.

SCHEDULE OF DELIVERABLES

All written reports and presentations shall be submitted to the EPA COR and shall allow for at least a 2-week review and comment period. All reports, documents and spreadsheets are to be provided to PSB electronically and must have been prepared using Microsoft Office applications. Examples of written reports and presentations, which will be due for submission to management on an as-needed basis during the term of this PWS, might be:

- outreach materials,
- training materials,
- SOPs,
- analysis of current operations,
- policy documents.

All documents, whether draft or final, shall have the date prepared clearly identified and visible on/within the document

REPORTING REQUIREMENTS

The vendor shall contact the COR by telephone, email or in person to discuss any problems that may adversely affect the work on this Task Order. The vendor shall meet with the COR on a regular basis (to be determined with the COR and vendor at the beginning of the base period). In these meetings, the vendor shall completely review the status of all activities and projects undertaken in the previous period and the plans for the upcoming period. No action will be taken on decisions made in these meetings until the COR approves them.

Monthly Progress Report

A monthly report is to be submitted with the invoice.

(a) The vendor shall furnish electronically to the COR the combined monthly technical and financial report stating the activities completed, and a description of the work accomplished to support the activities. The work on this report is to be broken down by TDL number and title.

This report is due within 10 business days of the end of the previous month.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period and to be taken in the upcoming reporting period to

ensure resolution of the difficulties, and anticipated activity with a schedule of deliverables, if any, for the subsequent reporting period.

(c) The vendor shall provide a list of outstanding actions awaiting CO or COR approval, noted with the corresponding TDL.

(d) The report shall specify financial status at the contract level as follows:

(1) For the current reporting period, display the amount claimed and bonus amounts added or deducted,

(2) For the cumulative period and the cumulative contract/task order life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, amounts added or deducted, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period and the cumulative amount for the contract period.

(ii) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(4) Display the current dollar ceilings in the contract/task order, net amount invoiced, and remaining amounts.

(5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.

(e) This submission does not change the notification requirements under Limitation of Funds requiring separate written notice to the CO.

(f) Distribute reports electronically to the COR and others designated by the COR to receive them.

QUALITY ASSURANCE SURVEILLANCE PLAN

The EPA has committed to meet certain deliverables mandated by OMB and OPM. To meet these, the EPA will be establishing an incentive plan whereby the vendor will be rewarded for achieving the PSB's goals. There will be a penalty enforced if the goals are not met.

The vendor will be awarded 5% of the annual billable amount, paid at the end of the contract year, if all of the metrics reported to PSB by OMB or OPM, and certain PSB-specific goals, during that contract year meet the goals set out in the QASP below. If the vendor is awarded this 5% incentive, the incentive shall be paid in addition to monthly invoices received.

If the vendor fails to meet all of the requirements in the QASP, the same 5% amount specified above will be deducted from the contractor's monthly invoice, at the end of the contract year. The invoice shall be increased or decreased by the vendor, to reflect the reporting provided by OPM and OMB (i.e. the increase / decrease in invoice value shall relate to the actual performance for the previous year, as reported by OPM).

All reporting and analysis referred to in the QASP below will be for the time period of the year under review.

REQUIRED SERVICE	PERFORMANCE STANDARD	ACCEPTABLE QUALITY LEVEL	SURVEILLANCE METHOD
General:			
Documents collected and scanned	95% of documents collected or scanned will be readable and properly filed, based on statistical sampling	95% of documents processed will be complete, legible and error-free and attached to the correct case	Review of scanned documents by Project Officer, using statistical sampling of 50 randomly selected cases for each contract year.

REQUIRED SERVICE	PERFORMANCE STANDARD	ACCEPTABLE QUALITY LEVEL	SURVEILLANCE METHOD
Case Initiation:			
Provide data management activities for SF 52 actions	The risk designation provided by the HR SSCs will be reviewed and added to PSS within 2 business days	98% will be completed within 2 business days	COR will review PSS reports showing the date that the SF 52 action was received and the date the SF-52 was released/ communicated to HR
eQIP invitation	eQIP invitation to the Subject shall be prepared and sent out within 1 business day of receipt of request	98% will be completed within 1 business day	COR will review PSS reports on the date that the request was received, and the date the eQIP invitation/notification to the Subject was sent out
Pre-Screening, Reciprocity and Background Investigation Initiation			
Acceptable investigation for reciprocity	Vendor shall ascertain whether an acceptable investigation exists for reciprocity for all subjects prior to initiating a new case	99% of subjects shall have valid reciprocal investigations that were identified prior to case initiation	Review by COR via statistical sampling of 50 randomly selected cases for each contract year.
Timeliness of prescreening processing	Reviewing documentation shall be completed within 2 business days of receipt of the last document/ information	95% of prescreened subjects will be completed within 2 business days of receipt of the last document/ information	COR will review reports from PSS on date that required documentation was received and date the pre-screened results were communicated to the federal team, using statistical sampling of 50 randomly selected cases for each contract year.
Timeliness of initiation	Processing documentation to send to OPM shall be completed within 14 business days of receipt of the last document/ information	95% of cases initiated will be completed within 14 business days of receipt of the last document/ information	COR will review OPM monthly and quarterly reports and use statistical sampling of 50 randomly selected cases for each contract year.
Limited number of cases rejected by OPM	The number of cases rejected by OPM shall be no more than 5% of those processed	The number of cases rejected by OPM shall be 5% or less	COR review of OPM monthly and quarterly reports
Limited number of Unacceptable Case Notices received from OPM	The number of Unacceptable Case Notices received from OPM shall be less than 5%	Cases processed by OPM shall result in an Unacceptable Case Notice less than 5% of the time	Project Officer will review system for number of Unacceptable Case Notices

REQUIRED SERVICE	PERFORMANCE STANDARD	ACCEPTABLE QUALITY LEVEL	SURVEILLANCE METHOD
Background Investigation Adjudication and Security Clearances			
Appropriate justifications exist for clearances	100% of clearance cases shall have a valid clearance justification, based on statistical sampling	100% of clearance requests are supported by a valid justification	COR review of system to identify clearances and justifications, using statistical sampling of 50 randomly selected clearance cases for each contract year.
Processing cases	Vendor shall adjudicate cases within the required business days from receipt of the ROI from OPM	From receipt of the ROI from OPM, 95% of cases shall be adjudicated - within 7 calendar days for initial clearance cases; - within 12 calendar days for reinvestigation clearance cases; - within 60 calendar days for suitability cases	OPM monthly and quarterly reports

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ADDITIONAL CLAUSES

CUSTOM CO ADDED INVOICES – RTP FINANCE

Invoices shall be prepared containing the following information: Purchase Order Number, description of commodities/services furnished, period of performance, taxpayer ID number and amount due.

Invoices shall be submitted to the address specified in block 18a of this order.

OR

Invoices shall be submitted via e-mail to RTPReceiving@epa.gov. Provide the .pdf file with the following naming convention and SUBJECT in email:

SI_PO#_inv#.pdf Example: SI_EP08X00005 5335.pdf

For status of Invoice Payments, call the Financial Office's Customer Service at (919) 541-0616.

The FedEx/Commercial Courier address for invoices:

US EPA, RTP-Finance (Mail Drop AA216-01)

4930 Page Road

Durham, NC 27703

CUSTOM TAX

The Federal Government is exempted from paying taxes. The tax exempt number is 52-085-2695.

CUSTOM OTHER DIRECT COSTS

Other Direct Costs - Other Direct Costs (ODCs) are items which are allowable and allocable direct costs to the contract for which EPA may reimburse the Contractor. ODCs will be treated in accordance with FAR regulations. Such items shall be charged in accordance with the Contractor's established and accepted accounting practices except as stated below.

For the following categories, direct costs in excess of the following are not allowable as a charge to this contract without the prior written approval of the Contracting Officer. Miscellaneous Other Direct Costs are considered to include local and long distance travel, material and equipment, supplies for the normal conduct of business, parking of the vans needed for contract performance, training, photocopying, which are necessary for contract performance.

Relocation costs and travel costs incidental to relocation of personnel are not allowable.

Other Direct Costs to be incurred in direct support of this contract effort and not covered by the contractor's overhead rates may be charged against the contract. G & A expense as applied to other direct costs may be charged against this contract, subject to the conditions specified in the clause entitled "Indirect Costs". A fee/profit applied to other direct costs is not considered allowable under this contract.

FAR 52.204-2 SECURITY REQUIREMENTS (AUG 1996)

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with—

(1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DoD 5220.22-M); and

(2) Any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

FAR 52.216-31 TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS—COMMERCIAL ITEM ACQUISITION (FEB 2007)

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

(1) the offeror; (2) Subcontractors; and/or (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)

This clause is incorporated by reference. The full text of the clause is available at: <https://www.acquisition.gov/FAR/>.

FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

This clause is incorporated by reference. The full text of the clause is available at: <https://www.acquisition.gov/FAR/>.

EPAAR 1552.211-70 REPORTS OF WORK (OCT 2000)

The Contractor shall prepare and deliver reports, including plans, evaluations, studies, analyses and manuals in accordance with the Performance Work Statement. Each report shall cite the contract number, identify the U.S. Environmental Protection Agency as the sponsoring agency, and identify the name of the contractor preparing the report.

The OMB clearance number for progress reports delivered under this contract is 2030-0005 with an expiration date of February 28, 2003.

EPAAR 1552.211-79 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (JAN 2012)

This clause is incorporated by reference. The full text of the clause is available at: <http://www.gpoaccess.gov/ecfr/>.

EPAAR 1552.217-75 OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE CONTRACT—TIME AND MATERIALS OR LABOR HOUR CONTRACT (APR 1984)

(a) The Government has the option to extend the effective period of this contract for 6 additional period(s). If more than fifteen (15) days remain in the contract effective period, the Government, without prior written notification, may exercise this option by issuing a contract modification. To unilaterally exercise this option within the last 15 days of the effective period, the Government must issue written notification of its intent to exercise the option prior to that last 15-day period. This preliminary notification does not commit the Government to exercising the option.

(b) If the option(s) are exercised, the ceiling price will be modified to reflect a new and separate ceiling price as set forth in the schedule.

(c) The effective period of the contract clause will be modified as set forth below:

Base Period:	April 1, 2015 – September 30, 2015
Option Period I:	October 1, 2015 – October 31, 2015
Option Period II:	November 1, 2015 – November 30, 2015
Option Period III:	December 1, 2015 – December 31, 2015
Option Period IV:	January 1, 2016 – January 31, 2016
Option Period V:	February 1, 2016 – February 29, 2016
Option Period VI:	March 1, 2016 – March 31, 2016

EPAAR 1552.232-73 PAYMENTS—FIXED-RATE SERVICES CONTRACT (OCT 2000)

The Government shall pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer:

(a) Hourly rate.

(1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expenses, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the paying office. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job, timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract and subject to the terms of paragraph (e) of this contract, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the Schedule, the Contracting Officer shall withhold 5 percent of the amounts due under this paragraph (a), but the total amount withheld shall not exceed \$50,000. The amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (f) of this contract.

(3) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the "Disputes" clause of this contract. If the Schedule provides rates for overtime the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials, other direct costs, and subcontracts.

(1) The allowability of direct materials and other direct costs shall be determined by the Contracting Officer in accordance with subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract. Reasonable and allocable material handling costs or indirect costs may be included in the charge for material or other direct costs to the extent they are clearly excluded from the hourly rate. Material handling and/or indirect cost rates are specified in the "Indirect Costs" clause. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with subpart 31.2 of the FAR. The Contractor shall be reimbursed for items and services purchased directly for the contract only when cash, checks, or other forms of actual payment have been made for such purchased items or services. Direct materials or other direct costs, as used in this clause, are those items which enter directly into the end product, or which are used or consumed directly in connection with the furnishing of the end product.

(2) Subcontracted effort may be included in the fixed hourly rates discussed in paragraph (a)(1) of this clause and will be reimbursed as discussed in that paragraph. Otherwise, the cost of subcontracts that are authorized under the subcontracts clause of this contract shall be reimbursable costs under this clause provided that the costs are consistent with paragraph (b)(3) of this clause. Reimbursable costs in connection with subcontracts shall be payable to subcontractors consistent with FAR 32.504 in the same manner as for services purchased directly for the contract under paragraph (a)(1) of this clause.

Reimbursable costs shall not include any costs arising from the letting, administration, or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under paragraph (a)(1) of this clause.

(3) To the extent able, the Contractor shall (i) obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and (ii) take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. Credit shall be given to the Government for cash and trade discounts, rebates, allowances, credits, salvage, the value of any appreciable scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government, shall not be deducted from gross costs.

(4) If the nature of the work to be performed requires the Contractor to furnish material which is regularly sold to the general public in the normal course of business by the Contractor, the price to be paid for such material, notwithstanding paragraph (b)(1) of this contract, shall be on the basis of an established catalog or list price, in effect when the material is furnished, less all applicable discounts to the Government; provided, that in no event shall such price be in excess of the Contractor's sales price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower.

(c) Contracting Officer notification. For contract administration purposes, the Contractor shall notify the Contracting Officer in writing when the total value of all delivery orders issued exceeds 85 percent of the maximum price specified in the schedule.

(d) Maximum amount. The Government shall not be obligated to pay the Contractor any amount in excess of the maximum amount in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the maximum amount set forth in the Schedule, unless or until the Contracting Officer shall have notified the Contractor in writing that the maximum amount has been increased and shall have specified in the notice a revised maximum that shall constitute the maximum amount for performance under this contract. When and to the extent that the maximum amount set forth in the Schedule has been increased, any hours expended, and material or other direct costs incurred by the Contractor in excess of the maximum amount before the increase, shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the maximum amount.

(e) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of paragraphs (f) and (g) of this clause), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event, later than one year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) Assignment. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

EPAAR 1552.237-71 TECHNICAL DIRECTION (AUG 2009)

(a) Definitions.

Contracting officer's representative (COR), means an individual appointed by the contracting officer in accordance with Agency procedures to perform specific technical and administrative functions.

Task order, as used in this clause, means work assignment, delivery order, or any other document issued by the contracting officer to order work under a service contract.

(b) The contracting officer's representative(s) may provide technical direction on contract or work request performance. Technical direction includes:

- (1) Instruction to the contractor that approves approaches, solutions, designs, or refinements; fills in details; completes the general descriptions of work shifts emphasis among work areas or tasks; and
- (2) Evaluation and acceptance of reports or other deliverables.

(c) Technical direction must be within the scope of work of the contract and any task order there under. The contracting officer's representative (s) does not have the authority to issue technical direction which:

- (1) Requires additional work outside the scope of the contract or task order;
- (2) Constitutes a change as defined in the "Changes" clause;
- (3) Causes an increase or decrease in the estimated cost of the contract or task order;
- (4) Alters the period of performance of the contract or task order; or
- (5) Changes any of the other terms or conditions of the contract or task order.

(d) Technical direction will be issued in writing or confirmed in writing within five (5) days after oral issuance. The contracting officer will be copied on any technical direction issued by the contracting officer's representative.

(e) If, in the contractor's opinion, any instruction or direction by the contracting officer's representative (s) falls within any of the categories defined in paragraph (c) of the clause, the contractor shall not proceed but shall notify the contracting officer in writing within 3 days after receiving it and shall request that the contracting officer take appropriate action as described in this paragraph. Upon receiving this notification, the contracting officer shall:

- (1) Advise the contractor in writing as soon as practicable, but no later than 30 days after receipt of the contractor's notification, that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract;
- (2) Advise the contractor within a reasonable time that the government will issue a written modification to the contract; or
- (3) Advise the contractor that the technical direction is outside the scope of the contract and is thereby rescinded.

(f) A failure of the contractor and contracting officer to agree as to whether the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto, shall be subject to the provisions of the clause entitled "Disputes" in this contract.

(g) Any action(s) taken by the contractor, in response to any direction given by any person acting on behalf of the government or any government official other than the contracting officer or the contracting officer's representative, shall be at the contractor's risk.

EPAAR 1552.237-72 KEY PERSONNEL (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel:
Principal Project Manager

Lead Adjudicator

- (b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death or termination of employment. The Contractor shall notify PSB within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.
- (c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

EPAAR 1552.237-76 GOVERNMENT-CONTRACTOR RELATIONS (JUN 1999)

- (a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.
- (b) Contractor personnel under this contract shall not:
 - (1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.
 - (2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.
 - (3) Be used in administration or supervision of Government procurement activities.
- (c) Employee relationship.
 - (1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.
 - (2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.
- (d) Inapplicability of employee benefits. This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.
 - (1) Payments by the Government under this contract are not subject to Federal income tax withholdings.
 - (2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.
 - (3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.
 - (4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.
 - (5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.
- (e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.
 - (1) The Contractor should notify the Contracting Officer in writing promptly, within 7 (seven) calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name,

function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within 14 (fourteen) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

- (i) Confirm that the conduct is in violation and when necessary direct the mode of further performance,
- (ii) Countermand any communication regarded as a violation,
- (iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or
- (iv) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

EPA-H-09-107 UNPAID FEDERAL TAX LIABILITY & FELONY CRIMINAL VIOLATION CERTIFICATION (APR 2012)

(a) In order to meet the requirements of Sections 433 and 434 of Division E of the Consolidated Appropriations Act, 2012 (Pub.L. 112-74) and 2013 Continuing Appropriations Resolution (Pub.L. 112-175), and Consolidated and Further Continuing Appropriations Act, 2013 (Pub.L. 113-6), the contractor shall provide the contracting officer a certification whereby the contractor certifies:

(i) It is not a corporation that has been convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal law within the preceding 24 months; and

(ii) It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(b) Failure of the contractor to furnish a certification or provide such additional information as requested by the Contracting Officer may render the contractor ineligible for contract funding.

(c) The contractor has a continuing obligation to update the subject certification as required.

EPA-H-42-103 TEMPORARY CLOSURE OF EPA FACILITIES

(a)(1) The Environmental Protection Agency observes the following days as federal holidays. The term "Federal holidays" as used in this clause shall mean only the following enumerated days and any other days hereafter declared National holidays by the President of the United States. Holidays falling on a Sunday will be observed on the following Monday. Holidays falling on a Saturday will be observed on the preceding Friday.

January 1	New Year's Day
January	Third Monday - Martin Luther King Day
February	Third Monday - Washington's Birthday
May	Last Monday - Memorial Day
July 4	Independence Day
September	First Monday - Labor Day
October	Second Monday - Columbus Day
November 11	Veterans Day
November	Fourth Thursday - Thanksgiving Day
December 25	Christmas Day

(2) Holiday observances of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the Contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in the contract.

- (b)(1) EPA may close an EPA facility for all or a portion of a business day as a result of:
- (i) Granting administrative leave to non-essential EPA employees (e.g., unanticipated holiday);
 - (ii) Inclement weather;
 - (iii) Failure of Congress to appropriate operational funds;
 - (iv) Any other day designated by Federal law, Executive Order or Presidential Proclamation; or
 - (v) Other reason as determined by the EPA (e.g., designated furlough day for federal workers).
- (2) In such cases, Contractor personnel not determined by the Contracting Officer to be excepted (e.g., not performing mission-critical round-the-clock services/tasks) who are not already on duty at the facility shall not report to the facility. Such Contractor personnel already present shall be dismissed and shall leave the facility.
- (3) The Contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of mission-critical services/tasks already in operation or scheduled for performance during the period in which EPA employees are dismissed, and shall be guided by any specific instructions of the Contracting Officer or his/her duly authorized representative. In formulating instructions the Contracting Officer or authorized representative may consider recommendations from regional/local EPA facilities management/operations staff.
- (c) When Contractor personnel services are not required or provided due to closure of an EPA facility as described in paragraph (b), the contract price will be adjusted as follows:
- (1) For fixed-price contracts, deductions in the Contractor's price will be computed as appropriate for the particular firm fixed price contract in question, e.g.,
- (i) The deduction rate in dollars per day will be equal to the per-month contract price divided by 21 days per month.
(In this example, the 21-days-per-month figure was calculated as follows:
365 calendar days/year - 10 Federal holidays - 104 Saturdays/Sundays - 251 days/12 months
= 20.92 days/month, rounded up to 21 days/month)
 - (ii) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided. If services are provided for portions of days, appropriate adjustment will be made by the Contracting Officer to ensure that the Contractor is compensated for services provided.
- (2) For cost-reimbursement, time-and-materials and labor-hour type contracts, EPA shall not reimburse, as direct costs, salaries or wages of Contractor personnel for the period during which such personnel are dismissed from, or do not have access to, the facility.
- (d) The Contractor shall place identical requirements, including this paragraph, in all subcontracts that require performance of work on-site unless otherwise instructed by the Contracting Officer.

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference (listed below), with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <https://www.acquisition.gov/FAR/> or:

<http://www.arnet.gov/far/>

<http://www.epa.gov/oamrfp12/ptod/epaar.pdf>

Personal Identity Verification of Contractor Personnel (FAR 52.204-9) (SEPT 2007)

Continuity of Services (FAR 52.237-3) (Jan 1991)

Inspection: Time-and-Material and Labor-Hour (FAR 52.246-6) (May 2001)

Display of EPA Office of Inspector General Hotline Poster (EPAAR 1552.203-71) (Aug 2000) Deviation

Printing (EPAAR 1552.208-70) (Dec 2005) Deviation

Organizational Conflict of Interest Notification (EPAAR 1552.209-70) (Apr 1984)

Organizational Conflicts of Interest (EPAAR 1552.209-71) Alternate I (May1994) Deviation

Treatment of Confidential Business Information (EPAAR 1552.235-71) (Apr 1984) Deviation